

# **Exhibit 1**

**OPERATING AGREEMENT**  
**OF**  
**MINISTRY IDEAZ LLC**



THE OPERATING AGREEMENT of MINISTRY IDEAZ LLC, the Limited Liability Company (the "Company") made this day \_\_\_\_\_ of \_\_\_\_\_, 2017 with an address of 23 Sunset Trail, Pine Bush, New York 12566 (mailing address: PO Box 384, Walker Valley, New York 12588).

**WITNESSETH**

**WHEREAS**, THOMAS MATOS, Nanci Matos and GREG HOLLAND, as the Members of the Company, wish to carry on the business of any such lawful purpose that doesn't require a license, and such other activities as permitted by Article 2, Section 202 of the Limited Liability Law of the State of New York.

The members shall have an interest in the limited liability company as follows:

GREG HOLLAND-90% interest in profit and loss

THOMAS MATOS and Nanci Matos-10% interest in profit and loss

and

**WHEREAS**, the Members of the Company have caused to be formed a Limited Liability Company, known as MINISTRY IDEAZ LLC, pursuant to the New York Limited Liability Company Law (LLCL) as it may be amended from time to time, or any successor statute to conduct such business.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Members formed a limited liability company under the provisions of the LLCL by causing to be filed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 filed Articles of Organization with the Secretary of State of the State of New York for the purposes and on the terms hereinafter set forth.

2. The Members agree the business of the Company shall be to provide any lawful purpose that doesn't require a license.

3. The general management of the Company and the day-to-day operation shall be under the direction of THOMAS MATOS and Nanci Matos,

4. The books and records of the Company shall be maintained by THOMAS MATOS and Nanci Matos at 23 Sunset Trail, Pine Bush, New York 12566. All checking accounts shall require the signature of THOMAS MATOS, Nanci Matos or GREG HOLLAND who shall make all normal expenditures for day-to-day operations and for the payment of normal operating expenses, including but not limited to utility bills, taxes, etc.

5. The fiscal year of the Company shall be the calendar year and the books shall be closed and balanced at the end of each fiscal year.



6. In addition, the Members, THOMAS MATOS, Nanci MATOS and GREG HOLLAND shall have the right to incur any indebtedness on behalf of the Company, even though said indebtedness may not be in the ordinary course of its business and shall also have the right to approve the sale, exchange, lease, mortgage, pledge or other transfer of all or substantially all of the assets of the limited liability company.

7. Meetings of the Members of the Company shall take place on a yearly basis at 23 Sunset Trail, Pine Bush, New York 12566.

8. Except as otherwise provided herein, this agreement shall inure to the benefit and shall be binding upon the heirs, executors, administrators and assigns of the members, however, nothing in the foregoing shall be construed as authorizing any member to assign their rights or obligations hereunder.

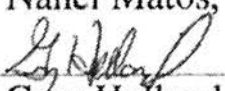
9. This agreement contains the entire understanding between the members and may not be changed or modified orally or by any other means other than a further written agreement signed and acknowledged by the members.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

MINISTRY IDEAZ LLC

\_\_\_\_\_  
by: Thomas Matos, Member

\_\_\_\_\_  
by: Nanci Matos, Member

  
\_\_\_\_\_  
by: Greg Holland, Member